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1971

THIS BOOK DOES
NOT CIRCULATE

This agreement made this 25th day of May 1970, Between the Board of Education of the Town of West Orange in the County of Essex, hereinafter called the "Board" and the West Orange Association of Educational Secretaries, hereinafter called the "Association;"

WHEREAS, The Board and Association have carried on negotiations in order to implement the provisions of Chapter 303 of the laws of 1968 (New Jersey Employer-Employee Relations Act) and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. The Board recognizes the Association as the majority representative in accordance with Chapter 303 of the laws of 1968 for the following unit composed of the following employees:

Elementary secretaries

High School library secretaries

Junior High School secretaries

Senior High School secretaries

Secretaries in Administrative Offices

Switchboard operators

Data Center Key punch-tabulator Operator

being the classifications of employees set forth in the 1970-1971 salary guide for secretaries as adopted by the Board

2. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional, or lay, whether or not a member.

ARTICLE I

SALARIES AND HOURS OF WORK AND CALENDAR

1. The salaries to be paid all employees covered by this agreement are set forth in the salary guide for secretaries adopted by the Board of Education on May 25, 1970. Attached hereto is Schedule A which is the Salary Guide.

2. For purposes of the work-year calendar, the employees of the Association are broken down into the following classifications:

- I. Secretaries to Elementary Principals
- II. Secretaries in School Libraries
- III. Secretaries in Junior High Principals' Offices
Secretaries in Senior High Principals' Offices
- IV. Assistant Secretaries in Senior High Schools,
i.e. guidance, attendance, visual aid, switchboard
Central Office Switchboard
- V. All administrative office secretaries & Key
Punch-Tabulator Operator

The work calendar for classifications I and II is as follows: the regularly scheduled school calendar, a copy of which is attached hereto EXCEPT that the time between September 1 and the opening day of school and the time between the closing day of school and June 30th shall be considered as required days of employment. Said employees shall have the vacations and holidays as set forth in the school calendar.

The work year for employees in Classifications III and IV (except the Central Office Switchboard Operators) shall be as follows:

A. Between September 1, 1970 and June 30, 1971 the work calendar shall coincide with the regular school calendar except that the time between September 1 and the opening day of school and the time between the closing day of school and June 30th shall be considered as required days of employment.

B. In addition, the weeks between July 1 and September 1 shall be considered as required weeks of employment.

C. The work year for Classifications III and IV is subject to the provisions for vacations set forth in this agreement in addition to those provided for in the regular school calendar.

D. The work year for Classification V and the Central Office Switchboard Operator shall be in accordance with the Central Office Calendar, copy of which is attached as Schedule C. This work year is subject to the provisions for vacations set forth in this agreement as well as those set forth in the Central Office Calendar.

3. HOURS OF EMPLOYMENT: The regular work week shall consist of thirty-five (35) hours. It is expected that an employee will work reasonable overtime when requested to do so.

In the event that an employee works between thirty-five (35) hours and forty (40) hours in a work week, she shall receive compensatory time at a ratio of one to one, or will be paid for said time at her normal rate of pay.

In the event that an employee works in excess of forty hours in any one work week, she shall be paid at the rate of time and one-half of her normal rate of pay or be granted compensatory time at the ratio of one to one and one-half. "Compensatory time" is defined as time off during normal working hours to be taken at such time as the employee shall select with the approval of the immediate supervisor. Said compensatory time shall be scheduled within sixty (60) days of its accrual. Whether an employee will be paid for additional hours of work or will receive compensatory time will be determined by mutual agreement between the employee and the immediate supervisor. For the purpose of computing overtime within a week, the work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.

The normal work day shall consist of seven (7) working hours with a duty-free one hour lunch period. The lunch period shall be scheduled by the employee's immediate supervisor.

ARTICLE II

JOB OPPORTUNITIES

1. All notices of job opportunities within the Negotiating Unit shall be advertised a reasonable time in advance of hiring where feasible, with a copy of same to be sent to the President of the Association subject to the same restrictions.

2. The Board will comply with all applicable statutes in reference to tenure.

ARTICLE III

INSURANCE PROTECTION

1. The Board shall provide insurance protection, as presently established. The Board shall be liable to pay for insurance protection only to the extent of the coverage presently paid for by the Board.

ARTICLE IV

1. All full time and part time twelve month secretaries shall be eligible for a vacation according to the terms and conditions of the present Board policy.

ARTICLE V

ABSENCE OF EMPLOYEES

1. Employees shall be granted absences for personal business days, sick days, religious holidays, emergency sick leave, and accumulated sick days as presently established by the Board's Rules and Regulations, Pages 15 through 17, and part of page 18, October 1966.

ARTICLE VI

BOARD'S RIGHTS

1. The Association acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically (a) Salaries, (b) Sick days, (c) Personal days, (d) Vacations, (e) Insurance protection, (f) hours per week, (g) emergency leave, during the term of this agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this agreement.

2. The members of the Association agree to perform their duties in accordance with this agreement, the Rules, Regulations, Policies and By-Laws of the Board, the State Board of Education and the statutes pertinent thereto.

ARTICLE VII

FINALTY CLAUSE

1. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement

ARTICLE VIII

GRIEVANCE PROCEDURE

1. A "grievance" is an alleged violation of the application, meaning, or interpretation of any provisions of this agreement.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

A. The failure or refusal of the Board to renew a contract of a non-tenure employee:

B. In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education:

C. In matters where the Board is without authority to act:

D. In matters involving the sole and unlimited discretion of the Board;

E. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

3. The term "Superintendent" shall mean the Superintendent of Schools or his designee.

4. The term "employees" includes all individuals who are represented by the West Orange Association of Educational Secretaries

5. The term "person" means an aggrieved employee within the Negotiating Unit.

6. The term "days" shall mean school days.

7. The primary purpose of this procedure is to secure promptly at the lowest level possible, equitable solutions of claims of the aggrieved person. Both parties agree that these proceedings shall be kept confidential so far as practicable at each level of this procedure.

8. It is recognized that all grievances will be processed in good faith by both parties. Since it is important that grievances be processed as rapidly as possible, every effort shall be made to expedite the process.

A. A grievance shall first be discussed orally with the aggrieved's immediate supervisor, as outlined in the Board's Table of Organization, with a representative of the Association present if the employee requests. If the grievance pertains only to a situation involving a building which is administered by a building principal, then in that event the grievance shall be submitted in writing by the aggrieved employee to the principal of the building involved within tenth working days of its occurrence. If the matter is not settled in this stage within five working days after presentation of the grievance to the building principal, it may, within two more working days, be submitted to the Superintendent of Schools.

B. In the event that a grievance is not resolved to the satisfaction of the aggrieved at 8-A above, the aggrieved shall submit her grievance in writing within five (5) days of complying with 8-A on forms prescribed by the Board to the Superintendent. The Superintendent shall hold a hearing at which the aggrieved person, the Association or its representative, and such other persons as the Superintendent or the Association may require, shall have an opportunity to be heard, except that the aggrieved shall have the right to process her own grievance without the Association. In that event, the Association shall have no right to be heard unless the grievance applies to a class of employees.

C. Within twenty (20) days after said hearing, the Superintendent shall, in writing, advise the aggrieved and the

Association, if applicable, of his determination, and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee and the Association shall be informed.

D. In the event that the Association is not satisfied with the decision of the Superintendent or his designee, such grievance or grievances may be taken to arbitration. The Association and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached regarding an impartial arbitrator, the American Arbitration Association shall be asked to submit a panel of five names of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration. Upon receipt of such a list, the Board and the Association shall alternately strike off one name until one is left. The Association shall strike the first name and, in succeeding grievance cases, the parties shall alternate which one shall strike the first name on the panel. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provisions of this Agreement. The decision of the impartial arbitrator shall not be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

9. No grievance shall be considered unless the same has been raised within ten days of its occurrence and no adjustment as of an earlier date.

ARTICLE IX

EXPIRATION CLAUSE

1. This agreement shall expire at midnight on June 30, 1971.
2. At any time after October 1, 1970, and upon thirty (30) days written notice to either side, the parties hereto shall commence negotiating for a contract covering the next ensuing year.

ARTICLE X

SEPARABILITY

1. It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this agreement. Should any provision or provisions of this Agreement be declared illegal, contrary to any statute, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and affixed the corporate seal hereto the day and year first above written.

ATTEST:

J. T. Quinn
Secretary

BOARD OF EDUCATION OF THE TOWN
OF WEST ORANGE IN THE COUNTY OF
ESSEX

By: Edmund Charnack
President

ATTEST:

Elaise G. Cains
Secretary

WEST ORANGE ASSOCIATION OF
EDUCATIONAL SECRETARIES

By: Elizabeth H. Ely
President

WEST ORANGE PUBLIC SCHOOLS
10 GASTON STREET
WEST ORANGE, NEW JERSEY 07052

SALARY GUIDE FOR SECRETARIES

(Effective July 1, 1970)

STEP	TEN MONTH CONTRACT		III	TWELVE MONTH CONTRACT	
	I	II		IV	V
1	\$3,387	\$3,187	\$4,150	\$3,850	\$4,368
2	3,624	3,410	4,441	4,120	4,674
3	3,841	3,614	4,707	4,367	4,954
4	4,027	3,801	4,934	4,594	5,193
5	4,213	3,986	5,161	4,820	5,431
6	4,398	4,171	5,387	5,047	5,670
7	4,582	4,355	5,614	5,274	5,910
8	4,768	4,541	5,841	5,501	6,147
9	4,953	4,726	6,068	5,728	6,387
10	5,138	4,911	6,295	5,955	6,624
11	5,323	5,096	6,522	6,181	6,864
12	5,508	5,282	6,748	6,408	7,103
13	5,693	5,467	6,975	6,635	7,341
14	5,879	5,652	7,202	6,862	7,580
15	6,110	5,883	7,486	7,145	7,879

Columns I and II are ten month contracts

Columns III, IV and V are twelve month contracts

CLASSIFICATIONS

- I - Secretaries to Elementary Principals
- II - Secretaries in School Libraries
- III - Secretaries in Junior and Senior High Principals' Offices
- IV - Secretaries (Assistants) in Guidance, Attendance, Visual Aid, Switchboard and Central Office Switchboard
- V - All other Administrative Office Secretaries: Key Punch-Tabulator Operator

1970-1971 SCHOOL CALENDAR

CODE: * No Session	± New Staff Orientation
*½ Four-hour session	+ Staff Attendance Day

* * * * *

September 3	New staff orientation
September 8	Staff meet with Principals - 9 A.M.
September 9	First Day of School
October 1 & 2	Rosh Hashanah
November 5 & 6	N.J.E.A. Convention
November 25.....	Four-hour session
November 26 & 27.....	Thanksgiving Recess
December 23.....	Four-hour session
December 24 thru January 1.....	Christmas Recess
February 15 thru 19.....	Mid-winter Recess
April 9 thru April 16.....	Spring Recess
May 31.....	Memorial Day
June 25.....	Last School Day

REPORT CARD DATES

November 20
February 5
April 23
June 25

(Adopted April 6, 1970)